



## Charter Revision Recommendations

1. Investigate and make recommendations related to the bifurcation of the Town Budget to provide a separate education and general budget for the public to vote on at referendum

## Current Language

### Section 4.1

The town meeting shall have the power to adopt the annual budget and shall approve the issuance of all bonds and notes. Any additional appropriations made during the fiscal year, to a board, commission, department or agency in excess of an amount specified by town ordinance shall be approved by the town meeting. Any ordinance or resolution authorizing the purchase or sale of any interest in real estate shall be acted upon by the town meeting, after approval by the Board of Finance. The power to enact and amend zoning regulations shall continue to be exercised by the zoning commission and the power to enact subdivision regulations shall continue to be exercised by the town plan commission, all in accordance with the General Statutes or as they may be amended, subject to change made by ordinance enacted pursuant to the provisions of the General Statutes governing zoning and planning.

## Proposed Language

### CHAPTER IV. TOWN MEETING

#### Section 4.1

The town meeting shall have the power to adopt the annual budget and shall approve the issuance of all bonds and notes. Any additional appropriations made during the fiscal year, to a board, commission, department or agency in excess of an amount specified by town ordinance shall be approved by the town meeting. Any ordinance or resolution authorizing the purchase or sale of any interest in real estate shall be acted upon by the town meeting, after approval by the Board of Finance. The power to enact and amend zoning regulations shall continue to be exercised by the zoning commission and the power to enact subdivision regulations shall continue to be exercised by the town plan commission, all in accordance with the General Statutes or as they may be amended, subject to change made by ordinance enacted pursuant to the provisions of the General Statutes governing zoning and planning.

The Board of Finance shall receive from the Town Manager and the Board of Education their respective proposed budgets (the annual budget) by April 15<sup>th</sup>. The call of the Annual Budget Meeting shall present, as separate resolutions, the Town Government Budget and the Board of Education Budget. The Annual Budget Meeting shall be adjourned to referendum, by machine or ballot vote, within the time period provided by State Statute. The ballot questions shall provide for separate approval/disapproval of the Town Government Budget and the Board of Education Budget. In the event that either or both of the Town Government Budget and/or Board of Education Budget shall fail to pass at the referendum, such budget(s) which did not pass shall be revised and submitted for consideration at additional annual budget meetings, each of which shall likewise be adjourned for referendum, until such time as each budget shall have been adopted.



# Charter Revision Recommendations

2. Explore the options by which to fill vacancies of elected positions.

Chapter VI Miscellaneous Sec. 6.4.

## Current Language

Chapter C. Charter  
Chapter VI. MISCELLANEOUS  
Section 6.4 VACANCIES IN ELECTIVE OFFICES

Whenever a vacancy in an elective office occurs, the council or other appointing authority so designated by law, shall fill the vacancy by appointment for the unexpired portion of the term.

## Proposed Language

- Chapter C. Charter
- Chapter VI. MISCELLANEOUS
- Section 6.4 VACANCIES IN ELECTIVE OFFICES

Whenever a vacancy in any elective office occurs, the council ~~or other~~ **is the** appointing authority ~~so designated by law, shall~~ **to** fill the vacancy by appointment for the unexpired portion of the term ~~or until the next biennial election, whichever shall be sooner.~~ **That vacancy shall be filled by a member of the same political party as the member that vacated the seat.**





# Charter Revision Recommendations

3. Provide clarification to the language in Chapter II Sec. 2.1 in order to allow former Town Council members to volunteer for the Town.

## Current Language

Chapter C. Charter  
Chapter II. THE TOWN COUNCIL  
Section 2.1. Election.

At each biennial election there shall be elected seven members of the Town Council, hereinafter referred to as the "Council", all for terms of two years, who shall serve without compensation. Not more than five of the members shall be of the same political party. No member shall hold any other office under the government of the Town of East Hampton, nor shall be, during the term of office for which he is elected, and for two years thereafter, be appointed to any office or position of profit under the government of said town

## Proposed Language

Chapter C. Charter  
Chapter II. THE TOWN COUNCIL  
Section 2.1. Election.

At each biennial election there shall be elected seven members of the Town Council, hereinafter referred to as the "Council", all for terms of two years, who shall serve without compensation. Not more than five of the members shall be of the same political party. No member shall hold ~~any other~~ **more than one elected or appointed** office under the government of the Town of East Hampton, ~~nor shall be,~~ **During the term of office for which he is elected, and for two one years thereafter, they may not be appointed to any office or position of profit under the remuneration within the said government of said town. This prohibition shall not preclude any elected official from volunteering in any capacity.**



# Charter Revision Recommendations

4. Consider a more uniform practice by which to swear in newly-elected officials.

No Current Language

## Proposed Text

### Section 1.4

Term of Office; Oath of Office. The term of office of the Town Council shall commence on the first Wednesday following the regular election and biennially thereafter. The term of office of each other elected town official shall likewise commence on the first Wednesday following the regular election, unless such official is elected for a term commencing at a specified future date. All elected officials shall be sworn in by the Town Clerk or other authorized individual prior to beginning their service in office.

Charter Commission Vote

6 – 0 – 0

5/4/2016





## Charter Revision Recommendations

5. Eliminate section 6.2 as it is no longer relevant.

### Current Language

Chapter C. Charter

CHAPER VI. MISCELLANEOUS

Section 6.2. Transitional offices.

Persons elected to the positions of town clerk and tax collector, which hereinafter shall be called collector of revenue, shall continue in office until the expiration of his or their term whereupon he or they shall be appointed for an indefinite period. When these offices become vacant, they shall be filled by appointment as prescribed in Section 3.3. The person elected to the position of town treasurer shall continue in office until the position of director of finance is filled by appointment, at which time the duties of treasurer shall be assumed by the director of finance as provided for in Section 3.3 and the position of treasurer abolished.

### Proposed **Eliminate text**



## Charter Revision Recommendations

### 6. Eliminate the Reference in Section 3.3 to the Building Official and Zoning Enforcement Officer Language as it is no longer relevant

#### Current Language

Chapter C. Charter  
CHAPTER III. TOWN MANAGER  
Section 3.3. Appointments

Based upon merit and fitness alone, the town manager shall appoint for an indefinite term or remove for cause, a town clerk, a collector of revenue, a finance director who shall perform the duties of treasurer, a building official who shall also be zoning enforcement officer, a director of health, a civil preparedness director, a dog warden, a tree warden, a harbor master and a superintendent of public works. In addition to the aforementioned, the town manager shall appoint, based upon merit and fitness alone, all other department heads and employees, except employees of the board of education. Such appointments shall be made when vacancies exists or new positions are created by the council. The town manager may, subject to the approval of the council, perform the duties of any office which he may fill by appointment. The council may appoint an acting town manager to act during the absence of the town manager or a vacancy in that office; the council may provide by ordinance for an alternative method or methods of designating an acting town manager.

#### Proposed Language

Chapter C. Charter  
CHAPTER III. TOWN MANAGER  
Section 3.3. Appointments

Based upon merit and fitness alone, the town manager shall appoint for an indefinite term or remove for cause, a town clerk, a collector of revenue, a finance director who shall perform the duties of treasurer, a building official, ~~who shall also be a~~ zoning enforcement officer, a director of health, a civil preparedness director, ~~a dog warden, an~~ **animal control officer**, a tree warden, a harbor master and a superintendent of public works. In addition to the aforementioned, the town manager shall appoint, based upon merit and fitness alone, all other department heads and employees, except employees of the board of education. Such appointments shall be made when vacancies exists or new positions are created by the council. The town manager may, subject to the approval of the council, perform the duties of any office which he may fill by appointment. The council may appoint an acting **interim** town manager to act during the absence of the town manager or a vacancy in that office; ~~the council may provide by ordinance for an alternative method or methods of designating an acting town manager.~~

commissions and agencies, including the Board of Finance, shall be elected or appointed in the manner provided by General Statutes or by Special Act or by this charter or as provided by ordinances adopted pursuant to law, and shall continue to have such powers, duties, privileges and functions as are or may in the future be conferred on them by the General Statutes, Special Acts, this charter, ordinances or regulations adopted pursuant to law, or amendments thereto.

Section 6.43

Vacancies in elective offices. Whenever a vacancy in an elective office occurs, the council ~~or other~~ **is the** appointing authority so designated by law, shall to fill the vacancy by appointment for the unexpired portion of the term **or until the next biennial election, whichever shall be sooner. That vacancy shall be filled by a member of the same political party as the member that vacated the seat.**

Section 6.54

Saving clause. If any section or part of any section of this charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this charter nor the context in which said section or part thereof so held invalid may appear, except to the extent that an entire section or part of a section may be inseparably connected in meaning and effect with the section or part of a section to which such holding shall directly apply.

Section 6.65

Amendment of charter. This charter may be amended in the manner prescribed by law.

Section 6.76

Effective date. This charter shall become effective ~~for an election of a town council and the Board of Finance as provided for herein, at the regular town election of November 7, 1987,~~ provided it is approved by the electors of the town at the regular election on November 3, 1987 **8, 2016**. If the charter is so approved, all other provisions of this charter shall be effective on the day after the regular town election of November 3, 1987**8, 2016**, except that it shall be effective to confer upon the town the powers granted by Section 7-194 of the General Statutes or as it may be amended, on November 3, 1987**8, 2016**.

## Town of East Hampton

### Charter

Effective November 6, 1973

Amended November 3, 1987





such meeting, which shall be within 20 days after the filing of the petition, and notice thereof shall be given in the manner provided by law for the calling of a special town meeting. An ordinance so referred shall take effect upon the conclusion of such meeting unless a majority of those voting thereon, shall have voted in favor of overruling.

#### Section 4.3

#### **Petition for enactment of ordinances.**

No less than 10% of the voters qualified to vote in a town meeting may at any time petition over their personal signatures for the enactment of any proposed lawful ordinance by filing such petition, including the complete text of such ordinance, with the town clerk. The council shall call a special town meeting, to be held within 30 days from the date of filing, unless prior to such meeting such ordinance shall be enacted by the council. The call for such meeting shall state the proposed ordinance in full and shall provide for a "yes" or "no" vote as to its enactment. If a majority of the persons entitled to vote, voting at such meeting, shall vote "yes" then such ordinance shall take effect on the tenth day thereafter without further action of the council. Any such proposed ordinance shall be examined by the town attorney before being submitted to the special town meeting. The town attorney is authorized to correct the form of the ordinance for the purpose of avoiding repetitions, illegalities, and unconstitutional provisions, and to assure accuracy in its text and references and clearness and preciseness in its phraseology, but not materially changing its meaning and effect.

#### Section 4.4

**Referendum.** Any item, or items on the call of any town meeting, including items resulting from petitions filed pursuant to Chapter IV, or Section 4.2 or 4.3 of this charter, shall be subject to vote by ballot or voting machine pursuant to the provisions of General Statutes Section 7-7, as amended. Any such items may also be submitted to a vote by ballot or voting machine in accordance with Section 7-7, as amended, by vote of the council.

## CHAPTER II. THE TOWN COUNCIL

### Section 2.1

**Election.** At each biennial election there shall be elected seven members of the Town Council, hereinafter referred to as the "council", all for terms of two years, who shall serve without compensation. Not more than five of the members shall be of the same political party. No member shall hold any other more than one ~~elect~~ **or appointed** office under the government of the Town of East Hampton, ~~not shall be; d~~ **During** the term of office for which he is elected, and for ~~two~~ **one** years thereafter, ~~they may not be appointed to any office or position of profit under the remuneration within said government. of said town. This prohibition shall not preclude any elected official from volunteering in any capacity.~~

### Section 2.2

**Chairman.** The council shall hold an organizational meeting on the first Wednesday following the regular biennial town election in November, 1989, and biennially thereafter, for the purpose of choosing one of its members to be chairman, but this office shall not deprive the chairman of his vote on any question. He shall preside over all meetings of the council and perform such other duties consistent with his office as may be imposed by the council. He shall be recognized as the official head of the town for all ceremonial purposes, for military purposes and for the purpose of serving civil process. During his absence or disability his duties shall be performed by another member chosen by the council except as otherwise specifically provided in this charter.

### Section 2.3

**Procedure.** At the first meeting of the council following each biennial town election said members shall fix the time and place of their regular meetings and provide a method for the calling of the special meetings. They shall by resolution determine their own rules of procedure. All meetings of the council for the transaction of business shall be open to the public and the votes shall be recorded as prescribed by Section 1-225 of the General Statutes, as amended. Four members shall constitute a quorum, but no ordinance, resolution, or vote, except a vote to adjourn or to fix the time and place of the next meeting, shall be adopted by less than four affirmative votes.

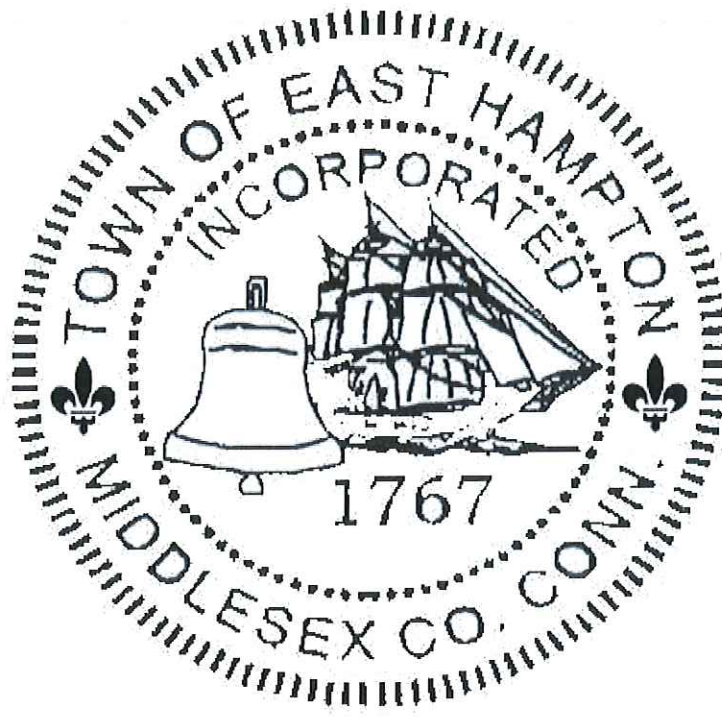
### Section 2.4

**General powers and duties.** Except as otherwise provided in this charter the council shall have the powers and duties conferred by the general and special laws of the state upon Boards of Selectmen of towns. The legislative power of the town shall be vested in the council except for those powers specifically reserved for the town meeting. The council shall have the power to enact, amend or repeal all ordinances which the legislative body of the town is empowered to adopt, and shall have the power to create or abolish by ordinance, boards, commissions, departments or offices except as otherwise provided for in this charter, and to establish by resolution such study, advisory or consulting committees as they may determine to be necessary or appropriate for the general welfare of the town. The council shall adopt and revise, as necessary, a uniform personnel policy for all employees of the town except

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AGENDA  
ITEM # 4

FINAL REPORT OF THE  
2016 CHARTER REVISION COMMISSION  
August 17, 2017



DRAFT

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## DRAFT

### BACKGROUND

On October 29, 1964, a public hearing was held by the Charter Commission in order to organize and draft the town's first Charter which was passed by the electors and became effective on November 6, 1973. In 1975 a Charter Revision Commission met to recommend a change to the Tax Collector and Town Clerk's offices, which would require a simple majority vote rather than a 4/5's majority vote for the removal process in these offices. A second Charter Revision Commission was formed in 1987 to: (1) review the positions of Town Clerk, Tax Collector and Treasurer in Section 3.3; (2) review the recommendation to consolidate the Board of Selectmen and the Board of Finance into either Board of Selectmen or Town Council; and (3) to consider the appropriation amount that would require a town meeting, and any other revisions pursuant to the limits of the Connecticut General Statutes. The Charter was amended November 3, 1987 and was the sound framework from which this commission worked.

In 2010 the Town Council, noting that the Town Charter had not been formally reviewed since 1987, created the third Charter Revision Commission. The recommendations by this Charter Revision Commission were approved by the Town Council; however, the voters' rejected the proposed changes and the question failed.

In 2016 the Town Council created the fourth Charter Revision Commission. The Commission which consisted of Chairperson Melissa Engel, Vice Chairperson Lori Lanzi, Commissioner Pete Brown, Commissioner Rolland Jackson, Commissioner Rolland Jackson, Commissioner Anne McKinney, Commissioner Mike Rose and Commissioner Diane Achenbach-Zatorski. Each member brought a vast amount of experience and knowledge to the table. In addition, Town Attorney, Richard Roberts, ably guided the commission in creating a document to meet Statutory Code. Eliza LoPresti acted as recording secretary, and diligently worked with the Commission in completing its task.

The proposed changes made by this Charter Revision Commission will improve the existing charter while still maintaining a concise document that will endure and remain forward-looking as the town grows and prospers.

The Commission wishes to thank everyone, including members of the public who provided valuable input, who has been a part of this undertaking. It took team effort to accomplish our goal to review and update the Charter of the Town of East Hampton.

Respectfully,

CHARTER REVISION COMMISSION  
Melissa Engel, Chairperson  
Lori Lanzi, Vice Chairperson  
Pete Brown  
Rolland Jackson  
Anne McKinney  
Mike Rose  
Diane Achenbach-Zatorski

# DRAFT

## RESOLUTION

### Defining the Charge of the Charter Revision Commission and Appointing Members to said Commission

WHEREAS, pursuant to Section 7-190(a) of the Connecticut General Statutes, the Council of the Town of East Hampton, wishes to appoint seven members to the Charter Revision Commission all of whom shall be electors of the Town of East Hampton; and

WHEREAS, the names of those members hereby appointed to the Charter Revision Commission are: Pete Brown, Melissa Engel, Rolland Jackson, Lori Lanzi, Anne McKinney, Mike Rose and Diane Zatorski; and

WHEREAS, pursuant to Section 7-190(b) of the Connecticut General Statutes, the Town Council of the Town of East Hampton, desires to make recommendations to the Charter Revision Commission; and

WHEREAS, pursuant to Section 7-190(b) of the Connecticut General Statutes, the Town Council of the Town of East Hampton must establish when said Commission shall submit its draft report to the Town Clerk of East Hampton for transmittal to the Town Council.

NOW, THEREFORE, be it resolved by the Town Council of East Hampton that the following seven electors are hereby appointed to the Charter Revision Commission: Pete Brown, Melissa Engel, Rolland Jackson, Lori Lanzi, Anne McKinney, Mike Rose and Diane Zatorski.

NOW THEREFORE, be it resolved by the Town Council of East Hampton that the following recommendations be directed to the Charter Revision Commission forthwith:

1. Investigate and make recommendations related to the bifurcation of the Town Budget to provide a separate education and general government budget for the public to vote on at referendum;
2. Explore the options by which to fill vacancies of elected positions. Chapter VI Sec. 6.4;
3. Provide clarification to the language in Chapter II Sec. 2.1 in order to allow former Town Council members to volunteer for the Town;
4. Consider a more uniform practice by which to swear in newly-elected officials.
5. Eliminate section 6.2 as it is no longer relevant;
6. Eliminate the reference in section 3.3 to the Building Official and Zoning Enforcement Officer language as it is no longer relevant.

The review by the Charter Revision Commission is not restricted to the areas identified above.

BE IT FURTHER RESOVLED by the Town Council of the Town of East Hampton that the Charter Revision Commission submits to the Clerk of the Town of East Hampton its draft report no later than December 1, 2016.

Adopted: January 26, 2016



# Charter Revision Recommendations

1. Investigate and make recommendations related to the bifurcation of the Town Budget to provide a separate education and general budget for the public to vote on at referendum.

## Current Language

### Section 4.1

The town meeting shall have the power to adopt the annual budget and shall approve the issuance of all bonds and notes. Any additional appropriations made during the fiscal year, to a board, commission, department or agency in excess of an amount specified by town ordinance shall be approved by the town meeting. Any ordinance or resolution authorizing the purchase or sale of any interest in real estate shall be acted upon by the town meeting, after approval by the Board of Finance. The power to enact and amend zoning regulations shall continue to be exercised by the zoning commission and the power to enact subdivision regulations shall continue to be exercised by the town plan commission, all in accordance with the General Statutes or as they may be amended, subject to change made by ordinance enacted pursuant to the provisions of the General Statutes governing zoning and planning.

## Proposed Language

### Chapter IV. TOWN MEETING

#### Section 4.1

The town meeting shall have the power to adopt the annual budget and shall approve the issuance of all bonds and notes. Any additional appropriations made during the fiscal year, to a board, commission, department or agency in excess of an amount specified by town ordinance shall be approved by the town meeting. Any ordinance or resolution authorizing the purchase or sale of any interest in real estate shall be acted upon by the town meeting, after approval by the Board of Finance. The power to enact and amend zoning regulations shall continue to be exercised by the zoning commission and the power to enact subdivision regulations shall continue to be exercised by the town plan commission, all in accordance with the General Statutes or as they may be amended, subject to change made by ordinance enacted pursuant to the provisions of the General Statutes governing zoning and planning.

The Board of Finance shall receive from the Town Manager and the Board of Education their respective proposed budgets (the annual budget) by April 15<sup>th</sup>. The call of the Annual Budget Meeting shall present, as separate resolutions, the Town Government Budget and the Board of Education Budget. The Annual Budget Meeting shall be adjourned to referendum, by machine or ballot vote, within the time period provided by State Statute. The ballot questions shall provide for separate approval/disapproval of the Town Government Budget and the Board of Education Budget. In the event that either or both of the Town Government Budget and/or Board of Education Budget shall fail to pass at the referendum, such budget(s) which did not pass shall be revised and submitted for consideration at additional annual budget meetings, each of which shall likewise be adjourned for referendum, until such time as each budget shall have been adopted.



# Charter Revision Recommendations

2. Explore the options by which to fill vacancies of elected positions.

## Current Language

Chapter C. Charter  
Chapter VI. MISCELLANEOUS  
Section 6.4 VACANCIES IN ELECTIVE OFFICES

Whenever a vacancy in an elective office occurs, the council or other appointing authority so designated by law, shall fill the vacancy by appointment for the unexpired portion of the term.

## Proposed Language

Chapter C. Charter  
Chapter VI. MISCELLANEOUS  
Section 6.4 VACANCIES IN ELECTIVE OFFICES

Whenever a vacancy in an elective office occurs, the council ~~or other~~ **is the** appointing authority ~~so designated by law, shall~~ **to** fill the vacancy by appointment for the unexpired portion of the term **or until the next biennial election, whichever shall be sooner. The vacancy shall be filled by a member of the same political party as the member that vacated the seat.**

Charter Commission Vote

5 – 0 – 0

4/20/2016

## Charter Revision Recommendations

3. Provide clarification to the language in Chapter II Sec. 2.1 in order to allow former Town Council members to volunteer for the Town.

### Current Language

Chapter C. Charter  
Chapter II. THE TOWN COUNCIL  
Section 2.1. Election.

At each biennial election there shall be elected seven members of the Town Council, hereinafter referred to as the "council", all for terms of two years, who shall serve without compensation. Not more than five of the members shall be of the same political party. No member shall hold any other office under the government of the Town of East Hampton, nor shall be, during the term of office for which he is elected, and for two years thereafter, be appointed to any office or position of profit under the government of said town.

### Proposed Language

Chapter C. Charter  
Chapter II. THE TOWN COUNCIL  
Section 2.1. Election.

At each biennial election there shall be elected seven members of the Town Council, hereinafter referred to as the "council", all for terms of two years, who shall serve without compensation. Not more than five of the members shall be of the same political party. No member shall hold ~~any other~~ **more than one elected or appointed** office under the government of the Town of East Hampton, ~~nor shall be,~~ **during** the term of office for which he is elected, and for ~~two~~ **one** years thereafter, **they may not** be appointed to any ~~office or~~ position of profit ~~under the~~ **remuneration within the said** government of said town. **This prohibition shall not preclude any elected official from volunteering in any capacity.**

# Charter Revision Recommendations

4. Consider a more uniform practice by which to swear in newly-elected officials.

## No Current Language

## Proposed Language

Chapter 1. INCORPORATION AND GENERAL POWERS  
Section 1.4

Term of Office; Oath of Office. The term of office of the Town Council shall commence on the first Wednesday following the regular election and biennially thereafter. The term of office of each other elected town official shall likewise commence on the first Wednesday following the regular election, unless such official is elected for a term commencing at a specified future date. All elected officials shall be sworn in by the Town Clerk or other authorized individual prior to beginning their service in office.



# Charter Revision Recommendations

5. Eliminate Section 6.2 as it is no longer relevant.

## Current Language

## Proposed Eliminate Text

Chapter C. Charter  
CHAPTER VI. MISCELLANEOUS

### Section 6.2. Transitional Offices.

Persons elected to the positions of town clerk and tax collector, which hereafter shall be called collector of revenue, shall continue in office until the expiration of his or their term whereupon he or they shall be appointed for an indefinite period. When these offices become vacant, they shall be filled by appointment as prescribed in Section 3.3. The person elected to the position of town treasurer shall continue in office until the position of director of finance is filled by appointment, at which time the duties of treasurer shall be assumed by the director of finance as provided for in Section 3.3. and the position of treasurer abolished.

# Charter Revision Recommendations

6. Eliminate the reference in Section 3.3 to the Building Official and Zoning Enforcement Officer language as it is no longer relevant.

## Current Language

Chapter C. Charter  
CHAPTER III. TOWN MANAGER  
Section 3.3. Appointments

Based upon merit and fitness alone, the town manager shall appoint for an indefinite term or remove for cause, a town clerk, a collector of revenue, a finance director who shall perform the duties of treasurer, a building official who shall also be zoning enforcement officer, a director of health, a civil preparedness director, a dog warden, a tree warden, a harbor master and a superintendent of public works. In addition to the aforementioned, the town manager shall appoint, based upon merit and fitness alone, all other department heads and employees, except employees of the board of education. Such appointments shall be made when vacancies exist or new positions are created by the council. The town manager may, subject to the approval of the council, perform the duties of any office which he may fill by appointment. The council may appoint an acting town manager to act during the absence of the town manager or a vacancy in that office; the council may provide by ordinance for an alternative method or methods of designating an acting town manager.

## Proposed Language

Chapter C. Charter  
CHAPTER III. TOWN MANAGER  
Section 3.3. Appointments

Based upon merit and fitness alone, the town manager shall appoint for an indefinite term or remove for cause, a town clerk, a collector of revenue, a finance director who shall perform the duties of treasurer, a building official ~~who shall also be~~ a zoning enforcement officer, a director of health, a civil preparedness director, ~~a dog warden,~~ **an animal control officer**, a tree warden, a harbor master and a superintendent of public works. In addition to the aforementioned, the town manager shall appoint based upon merit and fitness alone, all other department heads and employees, except employees of the board of education. Such appointments shall be made when vacancies exist or new positions are created by the council. The town manager may, subject to the approval of the council, perform the duties of any office which he may fill by appointment. The council may appoint an acting **interim** town manager to act during the absence of the town manager or a vacancy in that office; ~~the council may provide by ordinance for an alternative method or methods of designating an acting town manager.~~

DRAFT

Final Recommendation by the Charter Revision Commission Concerning the  
Questions on the November 8, 2016 Ballot

The Charter Revision Commission recommends that there be five (5) questions on the November 8, 2016 Presidential ballot. The questions will be as follows:

**Referendum Question #1:**

“Shall the Town Charter be amended to allow separate questions for the Town Budget and the Board of Education Budget at the Annual Budget Referendum?”

**Referendum Question #2:**

“Shall Section 6.4 of the Town Charter be amended to identify the Town Council as the appointing authority to fill vacancies in elective offices and that the vacancy shall be filled by a member of the same political party as the member that vacated the seat?”

**Referendum Question #3:**

“Shall the Town Charter be amended to commence the terms of all elected officials to begin the day after the regular election or at such later date as may be specified by statute, charter or ordinance?”

**Referendum Question #4:**

“Shall Section 2.1 of the Town Charter be amended to allow a member of the Town Council to hold office or accept employment one year after the term is completed?”

**Referendum Question #5:**

“Shall Sections 3.3, 5.2 and 6.2 of the Town Charter be amended to include the proposed grammatical, technical and other minor changes and clarifications?”



# DRAFT

## TOWN OF EAST HAMPTON CHARTER CHAPTER I. INCORPORATION AND GENERAL POWERS

### Section 1.1

**Incorporation.** All the inhabitants dwelling within the territorial limits of the Town of East Hampton, as heretofore constituted, shall continue to be a body politic and corporate under the name of the "Town of East Hampton," hereinafter in this charter called, "the town", and as such shall have perpetual succession and may hold and exercise all powers and privileges heretofore exercised by said town and not inconsistent with the provisions of this charter, the additional powers and privileges herein conferred, and all powers and privileges conferred upon towns under the general law of the State of Connecticut.

### Section 1.2

**Rights and obligations.** All property, both real and personal, all rights of action and rights of every description and all securities and liens in said town as of the date when this charter shall take effect are continued. The town shall continue to be liable for its debts and obligations. Nothing herein shall be construed to affect the right of the town to collect any assessment, charge, debt or lien. If any contract has been entered into by said town prior to the effective date of this charter or any bond or undertaking has been given by or in favor of said town which contains provisions that the same may be enforced by any office or agency therein named, which may at any time be abolished, such contracts, bonds, or undertakings shall be in no manner impaired but shall continue in full force and effect. The powers conferred and the duties imposed with reference to the same upon any such office or agency shall, except as otherwise provided in this charter, thereafter be exercised by the Town Council of said town.

### Section 1.3

**General grant of powers.** The town shall have, in addition to the powers specifically granted by this charter, all powers vested in the town or any officer, board or commission thereof at the effective date of this charter, all powers fairly implied in or incident to the powers expressly granted herein, and all other powers incident to the management, government and affairs of the town including all powers hereafter conferred upon the town or towns by General Statutes or Special Acts of the State of Connecticut and also including the power to enter into contracts with the United States Government, the State of Connecticut, or any political subdivision thereof for services and the use of facilities, the exercise of which is not expressly forbidden by the Constitution of the United States of America or the Constitution or General Statutes of the State of Connecticut. The enumeration of particular powers in this and any other chapter of this charter shall not be construed as limiting this general grant of power but shall be considered as an addition thereto.

### Section 1.4

**Term of Office; Oath of Office.** The term of office of the Town Council shall commence on the first Wednesday following the regular election and biennially thereafter. The term of office of each other elected town official shall likewise commence on the first Wednesday following the regular election, unless such official is elected for a term commencing at a specified future date. All elected officials shall be sworn in by the Town Clerk or other authorized individual prior to beginning their service in office.

## CHAPTER II. THE TOWN COUNCIL

### Section 2.1

**Election.** At each biennial election there shall be elected seven members of the Town Council, hereinafter referred to as the "council", all for terms of two years, who shall serve without compensation. Not more than five of the members shall be of the same political party. No member shall hold any other ~~more than one elected or appointed~~ office under the government of the Town of East Hampton, ~~nor shall be,~~ ~~during~~ the term of office for which he is elected, and for ~~two-one~~ years thereafter, ~~they may not~~ be appointed to any office or position of profit under the ~~remuneration within said~~ government. ~~of said town.~~ **This prohibition shall not preclude any elected official from volunteering in any capacity.**

### Section 2.2

**Chairman.** The council shall hold an organizational meeting on the first Wednesday following the regular biennial town election in November, 1989, and biennially thereafter, for the purpose of choosing one of its members to be chairman, but this office shall not deprive the chairman of his vote on any question. He shall preside over all meetings of the council and perform such other duties consistent with his office as may be imposed by the council. He shall be recognized as the official head of the town for all ceremonial purposes, for military purposes



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and for the purpose of serving civil process. During his absence or disability his duties shall be performed by another member chosen by the council except as otherwise specifically provided in this charter.

### Section 2.3

**Procedure.** At the first meeting of the council following each biennial town election said members shall fix the time and place of their regular meetings and provide a method for the calling of the special meetings. They shall by resolution determine their own rules of procedure. All meetings of the council for the transaction of business shall be open to the public and the votes shall be recorded as prescribed by Section 1-225 of the General Statutes, as amended. Four members shall constitute a quorum, but no ordinance, resolution, or vote, except a vote to adjourn or to fix the time and place of the next meeting, shall be adopted by less than four affirmative votes.

### Section 2.4

**General powers and duties.** Except as otherwise provided in this charter the council shall have the powers and duties conferred by the general and special laws of the state upon Boards of Selectmen of towns. The legislative power of the town shall be vested in the council except for those powers specifically reserved for the town meeting. The council shall have the power to enact, amend or repeal all ordinances which the legislative body of the town is empowered to adopt, and shall have the power to create or abolish by ordinance, boards, commissions, departments or offices except as otherwise provided for in this charter, and to establish by resolution such study, advisory or consulting committees as they may determine to be necessary or appropriate for the general welfare of the town. The council shall adopt and revise, as necessary, a uniform personnel policy for all employees of the town except employees of the Board of Education. The council may contract for services and the use of facilities of the United States or any federal agency, the State of Connecticut and any political subdivision thereof, or may by agreement join any such political subdivision to provide services and facilities. Each year the council shall submit to the Board of Finance a policy statement outlining its annual budget goals and objectives for the ensuing fiscal year. The council shall appoint for an indefinite term and may remove a Town Manager.

### Section 2.5

**Public hearing on ordinances.** At least one public hearing ten days notice of which shall be given by publication in a newspaper having a circulation in the town and by posting in such public place or places as the council shall by ordinance prescribe, shall be held by the council or a committee thereof before any ordinance shall be passed. The passage of such ordinance shall be advertised in one or more newspapers having a circulation in said town and shall not become effective until 20 days after such publication provided, an ordinance stated to be a public emergency measure and stating the facts constituting such public emergency shall become effective immediately after such publication and no public hearing shall be required for any public emergency measure. Every such emergency ordinance, including any amendments thereto, shall automatically stand repealed at the termination of the 61st day following final passage of said ordinance. All ordinances shall be filed with the town clerk, and recorded, compiled and published by him as required by law.

## CHAPTER III. TOWN MANAGER

### Section 3.1

**Selection.** The town manager shall be chosen by the council exclusively on the basis of his administrative qualifications, character and experience. He shall be the chief executive officer and chief administrative officer of the town. At the time of his appointment the town manager need not be a resident of the town of East Hampton, but within one year of the commencement of his term as town manager he shall establish and maintain residence in the town.

### Section 3.2

**Duties of Town Manager.** The town manager shall be directly responsible to the council for the administration of all offices and agencies in charge of persons appointed by him, including responsibility for hiring necessary employees therefore, and for his own office, and shall supervise and direct same. The town manager shall keep full and complete records of the doings of his office and it shall be his duty to make periodic reports to the council and to attend their meetings with full right of participation in their discussions; to recommend to the council such measures as he shall deem necessary or expedient; to keep or cause to be kept complete books of account showing the financial condition and financial transactions of the town including accounts of all funds and appropriations and such other accounts and



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records, not specifically required by law to be kept by other offices, as may be prescribed by the council; to purchase or cause to be purchased, subject to such rules and regulations as shall be prescribed by the council, all supplies, materials, equipment, and other commodities required by any office or agency of the town, except the Board of Education unless specifically requested by said Board; to keep the council fully advised as to the financial condition of the town; to prepare job descriptions and employment contracts subject to the approval of the council; to assist the council and the Board of Finance in the preparation of an annual budget; to prepare and cause to be printed as soon as practicable after the close of each fiscal year a town report; and to exercise such other powers and duties as may be imposed on him by ordinance or resolution by the council. Neither the town meeting nor the council shall diminish by ordinance, vote or otherwise the powers and duties of the town manager, except those powers and duties imposed on him by ordinance or resolution, of the council. Unless otherwise specifically provided by ordinance, any duty imposed by the General Statutes on the chief executive officer of a municipality shall be vested in and exercised by the town manager.

### Section 3.3

**Appointments.** Based upon merit and fitness alone, the town manager shall appoint for an indefinite term or remove for cause, a town clerk, a collector of revenue, a finance director who shall perform the duties of treasurer, a building official, ~~who shall also be a~~ zoning enforcement officer, a director of health, a civil preparedness director, ~~a dog warden~~ an animal control officer, a tree warden, a harbor master and a superintendent of public works. In addition to the aforementioned, the town manager shall appoint, based upon merit and fitness alone, all other department heads and employees, except employees of the board of education. Such appointments shall be made when vacancies exist or new positions are created by the council. The town manager may, subject to the approval of the council, perform the duties of any office which he may fill by appointment. The council may appoint an acting interim town manager to act during the absence of the town manager or a vacancy in that office; ~~the council may provide by ordinance for an alternative method or methods of designating an acting town manager.~~

## CHAPTER IV. TOWN MEETING

### Section 4.1

The town meeting shall have the power to adopt the annual budget and shall approve the issuance of all bonds and notes. Any additional appropriations made during the fiscal year, to a board, commission, department or agency in excess of an amount specified by town ordinance shall be approved by the town meeting. Any ordinance or resolution authorizing the purchase or sale of any interest in real estate shall be acted upon by the town meeting, after approval by the Board of Finance. The power to enact and amend zoning regulations shall continue to be exercised by the zoning commission and the power to enact subdivision regulations shall continue to be exercised by the town plan commission, all in accordance with the General Statutes or as they may be amended, subject to change made by ordinance enacted pursuant to the provisions of the General Statutes governing zoning and planning.

The Board of Finance shall receive from the Town Manager and the Board of Education their respective proposed budgets (the annual budget) by April 15<sup>th</sup>. The call of the Annual Budget Meeting shall present, as separate resolutions, the Town Government Budget and the Board of Education Budget. The Annual Budget Meeting shall be adjourned to referendum, by machine or ballot vote, within the time period provided by State Statute. The ballot questions shall provide for separate approval/disapproval of the Town Government Budget and the Board of Education Budget. In the event that either or both of the Town Government Budget and/or Board of Education Budget shall fail to pass at the referendum, such budget(s) which did not pass shall be revised and submitted to consideration at additional annual budget meetings, each of which shall likewise be adjourned to referendum, until such time as each budget shall have been adopted.

### Section 4.2

#### **Petition for overrule of action of the Town Council.**

Ordinances adopted by the council, except emergency ordinances adopted in accordance with the provisions of Chapter II, Section 2.5 of this charter, shall be subject to overrule by a special town meeting as follows: If within 20 days after publication of any such ordinance, a petition conforming to the requirements of Section 7-9 of the General Statutes, as amended and signed by not less than 10% of the voters qualified to vote in a town meeting is filed with the town clerk requesting its reference to a special town meeting, the effective date of such ordinance shall be suspended and the council shall fix the time and place of such meeting, which shall be within 20 days after the filing of the petition, and notice thereof shall be given in the manner provided by law for the calling of a special town meeting. An ordinance so referred shall take effect upon the conclusion of such meeting unless a majority of those voting thereon, shall have voted in favor of overruling.

### Section 4.3

#### **Petition for enactment of ordinances.**

No less than 10% of the voters qualified to vote in a town meeting may at any time petition over their personal signatures for the enactment of any proposed lawful ordinance by filing such petition, including



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the complete text of such ordinance, with the town clerk. The council shall call a special town meeting, to be held within 30 days from the date of filing, unless prior to such meeting such ordinance shall be enacted by the council. The call for such meeting shall state the proposed ordinance in full and shall provide for a "yes" or "no" vote as to its enactment. If a majority of the persons entitled to vote, voting at such meeting, shall vote "yes" then such ordinance shall take effect on the tenth day thereafter without further action of the council. Any such proposed ordinance shall be examined by the town attorney before being submitted to the special town meeting. The town attorney is authorized to correct the form of the ordinance for the purpose of avoiding repetitions, illegalities, and unconstitutional provisions, and to assure accuracy in its text and references and clearness and preciseness in its phraseology, but not materially changing its meaning and effect.

### Section 4.4

**Referendum.** Any item, or items on the call of any town meeting, including items resulting from petitions filed pursuant to Chapter IV, or Section 4.2 or 4.3 of this charter, shall be subject to vote by ballot or voting machine pursuant to the provisions of General Statutes Section 7-7, as amended. Any such items may also be submitted to a vote by ballot or voting machine in accordance with Section 7-7, as amended, by vote of the council.

## CHAPTER V. BOARD OF FINANCE

### Section 5.1

**Election.** There shall be a Board of Finance consisting of seven members who shall be elected to four year overlapping terms as provided by ordinance. No more than five members shall be of the same political party. The Board of Finance shall have all the powers and duties conferred on boards of finance by the General Statutes or as they may be amended, except as otherwise specifically provided by this charter.

### Section 5.2

**General powers and duties.** Upon receipt and consideration of the town council's policy statement concerning the proposed annual budgets, the Board of Finance shall hold one or more public hearings on the proposed annual budgets and shall with the advice of the town manager, not later than April 15 in each year, present to the council a complete proposed annual budgets for the ensuing fiscal year. The council may make any alterations or reductions in the proposed annual budgets that they deem necessary, except for increasing the total proposed annual budgets and shall submit same to the town meeting for approval. If the town council disagrees with the total proposed annual budgets, the council may reject same and return said proposed annual budgets to the Board of Finance for further consideration. After further consideration, the Board of Finance shall submit the final proposed annual budgets to the council and the council shall submit same to the town meeting for approval. Upon the establishment of the annual town budget by the town meeting, the Board of Finance shall fix the tax rate in mills which shall be levied upon the taxable property in the town on the grand list of the previous October 1. The Board of Finance shall review and make recommendations regarding all requests for additional appropriations to be submitted to the council.

## CHAPTER IV. MISCELLANEOUS

### Section 6.1

**Existing laws and ordinances.** All Special Acts of the State of Connecticut applicable to the town and all ordinances and regulations of the town shall continue in full force and effect, except insofar as they are inconsistent with the provisions of this charter.

### Section 6.2

~~Transitional offices. Persons elected to the positions of town clerk and tax collector, which hereafter shall be called collector of revenue, shall continue in office until the expiration of his or their term whereupon he or they shall be appointed for an indefinite period. When these offices become vacant, they shall be filled by appointment as prescribed in Section 3.3. The person elected to the position of town treasurer shall continue in office until the position of director of finance is filled by appointment, at which time the duties of treasurer shall be assumed by the director of finance as provided for in Section 3.3, and the position of treasurer abolished.~~

### Section 6.3<sup>2</sup>

**Other town officers.** Except as otherwise specifically provided by this charter the Town of East Hampton shall have such other town officers, departments, boards, commissions and agencies as now exist and as are provided by the General Statutes. Special Acts or as provided by any ordinance adopted pursuant to law. All such officers, departments, boards, commissions and agencies, including the Board of Finance, shall be elected or appointed in the manner provided by General Statutes or by Special Act or by this charter or as provided by ordinances adopted pursuant to law, and shall continue to have such powers, duties, privileges and functions as are or may in the future be conferred on them by the General Statutes, Special Acts, this charter, ordinances or regulations adopted pursuant to law, or amendments thereto.

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### Section 6.4-6.3

Vacancies in elective offices. Whenever a vacancy in any elective office occurs, the council or other ~~is the~~ appointing authority so designated by law, shall ~~to~~ fill the vacancy by appointment for the unexpired portion of the term or until the next biennial election, whichever shall be sooner. That vacancy shall be filled by a member of the same political party as the member that vacated the seat.

### Section 6.54

Saving clause. If any section or part of any section of this charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this charter nor the context in which said section or part thereof so held invalid may appear, except to the extent that an entire section or part of a section may be inseparably connected in meaning and effect with the section or part of a section to which such holding shall directly apply.

### Section 6.65

Amendment of charter. This charter may be amended in the manner prescribed by law.

### Section 6.76

Effective date. This charter shall become effective for an election of a town council and the Board of Finance as provided for herein, at the regular town election of November 7, 1989, provided it is approved by the electors of the town at the regular election on November 3, 1987 ~~8, 2016~~. If the charter is so approved, all other provisions of this charter shall be effective on the day after the regular town election of November 3, 1987 ~~8, 2016~~, except that it shall be effective to confer upon the town the powers granted by Section 7-194 of the General Statutes or as it may be amended, on November 3, 1987.

**Referendum Question #1:**

"Shall the Town Charter be amended to allow separate questions for the Town Budget and the Board of Education Budget at the Annual Budget Referendum?"

**Referendum Question #2:**

"Shall Section 6.4 of the Town Charter be amended to identify the Town Council as the appointing authority to fill vacancies in elective offices and that the vacancy shall be filled by a member of the same political party as the member that vacated the seat?"

**Referendum Question #3:**

"Shall the Town Charter be amended to commence the terms of all elected officials to begin the day after the regular election or at such later date as may be specified by statute, charter or ordinance?"

**Referendum Question #4:**

"Shall Section 2.1 of the Town Charter be amended to allow a member of the Town Council to hold office or accept employment one year after the term is completed?"

**Referendum Question #5:**

"Shall Sections 3.3, 5.2 and 6.2 of the Town Charter be amended to include the proposed grammatical, technical and other minor changes and clarifications?"



RESOLUTION OF TOWN COUNCIL

Item 8.

RESOLVED, that the Town Council appropriate TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for pre-referendum costs in connection with the Town Hall Center School / Memorial School project (the "Project"); and the appropriation shall be funded from unassigned General Fund balance (\$250,000) and the total amount shall be transferred to the Capital Reserve Fund. The appropriation may be spent for architectural fees, hazardous materials survey/inspection, geotechnical borings, phase 2 environmental site assessment, project management and other expenses related to the project. Upon completion of the project, unexpended funds shall be returned to the General Fund.

FURTHER RESOLVED, that the Town Council hereby authorizes the Chairman of the Town Council to call a Special Town Meeting to be held on Monday, September 12, 2016 at the East Hampton Middle School Commons, 19 Childs Road, East Hampton CT, at 7:00 p.m., to act upon the foregoing recommendations.

**EMPLOYMENT AGREEMENT**  
**Between the**  
**TOWN OF EAST HAMPTON**  
**And**  
**MICHAEL P. MANISCALCO**

This Agreement, made and entered into by and between the Town of East Hampton, a municipal corporation having its territorial limits within the County of Middlesex and State of Connecticut, acting herein through its legislative body, the Town Council, duly authorized, hereinafter referred to as "Employer," and Michael P. Maniscalco, of 39 Viola Dr., East Hampton, Connecticut, hereinafter referred to as "Employee."

**WITNESSETH**

WHEREAS, Employer desires to employ the services of Employee in the position of Town Manager pursuant to the Charter of the Town of East Hampton, Connecticut;

WHEREAS, it is the desire of Employer to establish certain conditions of employment, to set the terms for compensation of said Employee, and to provide certain benefits;

WHEREAS, Employee desires to accept the terms and conditions of employment as Town Manager of Employer as stated herein; and

WHEREAS, the parties acknowledge that Employee is a member of the International City/County Management Association (ICMA) and that Employee is subject to the ICMA Code of Ethics;

NOW THEREFORE, in consideration of the mutual covenants herein obtained, the parties agree as follows:

**1. TERM.**

This Agreement shall commence on the date of signing by Employee and Employer and expire on June 30, 2018. For purposes of compensation and benefits as set forth in this Agreement, the initial term of this Agreement shall be July 1, 2016 through June 30, 2018. This Agreement shall automatically renew on July 1, 2018 for an additional one (1) year term expiring on June 30, 2019, and annually thereafter on July 1 for additional one (1) year terms, each term expiring on the following June 30, unless either party provides written notice to the other party of intent not to renew this Agreement at least four (4) months prior to the expiration date of the then-current term. If such notice is provided, this Agreement shall expire on the expiration date of the then-current term. July 1, 2012 shall be considered Employee's anniversary date for purposes of this Agreement. Notwithstanding the above, the parties understand and agree that the terms set forth under section 3 of this Agreement (Termination of

Employment) shall continue in full force and effect for the duration of this Agreement and any amendments hereto.

## **2. POSITION AND RESPONSIBILITIES.**

- a. Duties. As Town Manager, Employee shall serve as the Chief Executive Officer and Chief Administrative Officer of the Town of East Hampton. Employee shall professionally and satisfactorily perform all of the functions and duties of the position in compliance with the Charter of the Town of East Hampton and state and federal law. At all times, Employee shall comport himself in a manner consistent with the Town of East Hampton's Code of Conduct and Code of Ethics.
- b. Devotion. Employee will devote Employee's full business time and reasonable best efforts to the performance of Employee's duties hereunder and to the business and affairs of Employer. It will not be considered a violation of the preceding sentence for Employee to serve on industry, civic, or charitable boards or committees, so long as such activities do not interfere with the performance of Employee's duties and responsibilities as an employee of Employer. Such endeavor(s) shall not interfere with or present a conflict of interest with Employee's responsibilities under this Agreement.
- c. Hours of Work. It is recognized that Employee is a salaried professional without fixed hours of work, and Employee agrees to devote his full-time best efforts to his job and to faithfully perform the duties of his position. However, under normal circumstances, Employee shall be in his Town Hall office during the regular office hours of the Town Hall. Employee shall also attend Town Council meetings and other meetings of boards, commissions, committees, or organizations as required of the Town Manager, regardless of when such meetings are held.
- d. Location of Performance; Travel. Employee will perform Employee's duties hereunder primarily at the Town Hall. Employee will be available for reasonable travel as needed for the performance of Employee's job duties.

## **3. TERMINATION OF EMPLOYMENT.**

- a. Termination by Employer during the Term of this Agreement. Employer shall have the right, at any time, but subject to the provisions hereinafter set forth, to terminate Employee's employment:
  - i) for Cause (as hereinafter defined);
  - ii) without Cause; or
  - iii) in the event of Employee's death or Disability (as hereinafter defined) that renders Employee unable or incompetent to carry out Employee's duties, responsibilities, and assignments.



- b. Termination by Employee. With a minimum of ninety (90) days written notice, unless the parties agree otherwise in writing, Employee may voluntarily resign his position with Employer.
- c. Definition of Disability. Employee shall be deemed to have a Disability and therefore be disabled if Employee is temporarily or permanently incapacitated, either physically or mentally, and, as a result, is unable to perform his duties hereunder on a full-time basis for a period of ninety (90) consecutive days. Moreover, Employee shall be deemed to be disabled if Employee is qualified to receive disability benefits for total and permanent disability under the Social Security Act or under any long-term disability income insurance policy maintained for Employee's benefit. The parties agree that Employee has been retained as the Chief Executive and Chief Administrative Officer of a municipality, and as such plays a critical role in developing budgets, overseeing departments, ensuring compliance with federal, state and local laws, and other duties associated with the position. As such, Employee agrees that an inability to perform the essential functions of his position for an extended period constitutes a per se undue hardship under the state and federal law, and is therefore lawful grounds for separation.
- d. Definition of Cause. The term "Cause" shall mean:
- i) conviction by a court of competent jurisdiction, or entry of a plea of guilty or nolo contendere with respect to, any crime (whether or not involving Employer) that constitutes a felony;
  - ii) theft, embezzlement, and misappropriation of or intentional damage to Employer's property;
  - iii) misconduct involving dishonesty or breach of trust;
  - iv) commission of offensive, indecent or abusive conduct towards the public, superiors or employees;
  - v) being under the influence of alcohol while on duty, or use of illegal drugs on or off duty;
  - vi) Employee's willful or wanton misconduct;
  - vii) general negligent performance of job duties as set forth in the Town Manager's Job Description, the Town of East Hampton's Charter and Ordinances, Code of Conduct, Code of Ethics, and policies, as lawfully directed by Employer, unless remedied within fifteen (15) calendar days after written notice from Employer;
  - viii) breach of any fiduciary duties;
  - ix) Employee's failure to devote the time, attention and effort necessary to perform Employee's duties as Town Manager in a manner satisfactory to Employer, if such failure is not corrected within fifteen (15) calendar days after notice thereof to Employer;
  - x) a willful breach of any material term of this Agreement, if Employer determines in good faith that the continuation of Employee's employment would cause material harm to Employer;
  - xi) absence without leave for five (5) or more working days;

- xii) any conduct involving moral turpitude and which reflects adversely on the Town of East Hampton; or
  - xiii) violation of or failure to comply with Employer's established policies that continues ten (10) days after Employer provides Employee written notice.
- e. Termination for Cause Procedures. In the event that Employer desires to terminate Employee's employment for cause, Employer shall follow the procedures set forth herein. Employer shall provide Employee with a written notice advising Employee that it intends to terminate Employee's employment for Cause. The Notice of Termination for Cause shall set forth, in reasonable detail, the specific conduct believed to constitute Cause and the specific provisions of this Agreement on which it relies. The Notice of Termination for Cause also shall specify the date, time, and place of a meeting of the Town Council called to consider termination of Employee's employment. At the meeting, Employee shall be given the opportunity, together with counsel of Employee's choosing, to be heard and to present any information that Employee deems relevant to the proceeding. Employee's Termination for Cause shall be effective pursuant to a vote of the Town Council.
- f. Termination by Employer without Cause. Employer may terminate Employee's employment hereunder at any time, for any reason, upon ninety (90) days prior written notice to Employee (herein, "Termination other than for Cause"). For the purpose of this Agreement, Termination other than for Cause shall occur when:
- i) The Town Council votes to terminate Employee's employment at a duly authorized public meeting.
  - ii) If Employer, citizens, or legislature acts to amend any provisions of the Charter, code, or enabling legislation pertaining to the role, powers, duties, authority, and responsibilities of Employee's position that substantially changes the form of government, Employee shall have the right to declare that such amendments constitute termination.
  - iii) If Employer reduces Employee's Base Salary, compensation, or any other financial benefit of Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination for other than cause.
- g. Obligations upon Termination.
- i) Termination by Employer for Cause.

In the event that Employer terminates Employee's employment for Cause, Employer shall pay Employee Employee's then-current Base Salary through



the date of termination and Employer shall have no further financial obligations to Employee under this Agreement.

ii) Termination by Employer without Cause.

In the event Employer terminates Employee's employment without Cause, Employer shall provide Employee severance compensation in an amount equal to six (6) months of Employee's then-current Base Salary and benefits, less applicable withholding taxes, in monthly installments. Further, in an effort to provide an incentive to Employee, an additional amount equal to one (1) month of Employee's then-current Base Salary and benefits for each year of employment not to exceed total severance compensation of twelve (12) months of Employee's then-current Base Salary and benefits (i.e., Employee's annual Base Salary and benefits).

iii) Termination by Employer as a Result of Disability.

In the event that Employer terminates Employee's employment pursuant to death or disability, Employer shall pay Employee Employee's then-current Base Salary through the date of termination and Employer shall have no further financial obligations to Employee under this Agreement. In addition, Employee shall also be compensated for all accrued but unused sick and vacation leave.

iv) Resignation of Employee.

In the event that Employee resigns his employment, Employer shall pay Employee his then-current Base Salary through Employee's last date of work. In addition, if Employee provides the requisite notice of his resignation, he shall also be compensated for all accrued but unused sick and vacation leave.

#### 4. COMPENSATION.

- a. Base Salary. Employer shall pay Employee for the services to be rendered hereunder an annual Base Salary (hereinafter "Base Salary"). Effective July 1, 2016, Employee's Base Salary shall be One Hundred and Twenty Five Thousand eighty one dollars (\$125,081) for the period from July 1, 2016 to June 30, 2017 and any subsequent years unless increased by Employer. Such Base Salary shall be payable in conformity with Employer's prevailing practice for non-bargaining unit management employees as such practice shall be established or modified from time to time. Employer may choose to increase Employee's Base Salary as it deems appropriate, but is not under any obligation to do so.
- b. Vacation Leave. Effective July 1, 2016, and each July 1 thereafter during his employment, Employee shall be granted fifteen (15) days of vacation leave to be use during the contract year. Employee shall be expected to use his vacation leave each year provided that in the event that the duties of his position prevent him from



taking scheduled vacation leave, or if otherwise approved by Employer, Employee shall be paid based on his then-current Base Salary, for any unused accrued vacation leave not to exceed ten (10) days per year.

- c. Other Benefit Programs. With the exception of the Town of East Hampton's retirement plan, Employee may participate in all other employee benefits generally available to other non-bargaining unit management employees of Employer (e.g., personal leave, sick leave, holiday leave, etc.) as the same may be in effect from time to time.
- d. Automobile Allowance. Employee is responsible for having a personal vehicle that he may use for Town of East Hampton business when necessary. Employee is responsible for purchasing liability, property, and comprehensive insurance for his vehicle. Effective July 1, 2016, to compensate Employee for all expenses related to the use of his vehicle for business performed on behalf of Employer, in addition to his Base Salary, Employee shall be paid a sum of Five Hundred dollars (\$500) per month as a vehicle allowance. Employee shall not be eligible for any other reimbursement related to the use of his personal vehicle for business performed for Employer.

## **5. RETIREMENT.**

Employer shall execute all necessary agreements provided by the International City Management Association Retirement Corporation (ICMA-RC) to enroll Employee in the Town of East Hampton's 457 Deferred Compensation Plan. Effective July 1, 2016, Employer will contribute fourteen percent (14%) of Employee's Base Salary as Employer's share of Employee's Retirement Plan, which shall be paid quarterly each year in January, April, July, and October. Effective July 1, 2017, and each year thereafter, Employer shall contribute fifteen percent (15%) of Employee's then-current Base Salary or the Internal Revenue Service ("IRS") cap, whichever is lower.

## **6. GENERAL BUSINESS EXPENSES.**

- a. Employer agrees to budget for and to pay for reasonable professional dues and subscriptions of Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of Employer.
- b. Employer agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to, the ICMA Annual Conference.

- c. Employer recognizes that certain expenses of a non-personal but job-related nature may be incurred by Employee, and agrees to reimburse or to pay said general, reasonable expenses. The Town of East Hampton Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.
- d. Employer shall provide Employee with a cell phone to be used for business purposes. Employee shall maintain his own telephone for personal calls.

## **7. PERFORMANCE EVALUATION.**

Employer shall review the performance of Employee on or about June 1, 2017 and on an annual basis thereafter on or around June 1. Said performance evaluation shall be subject to a process, form, criteria, and format for the evaluation which shall be created by Employer with input from Employee. The process, at a minimum, shall include the following:

- a. Each Town Council member shall have the opportunity to complete a Town Council Evaluation of Town Manager Form (attached hereto as Exhibit A) (hereinafter "Evaluation Form."). It is expected that Town Council members completing an Evaluation Form shall do so in May of each year.
- b. The Town Council Chairman shall collect completed Evaluation Forms from individual Town Council members completing an Evaluation Form by June 1 of each year. Any Evaluation Form provided to the Town Council Chairman after June 1 shall be considered late.
- c. The Town Council Chairman shall review the completed Evaluation Forms and utilize such Evaluation Forms to prepare a written evaluation of the Town Manager by June 15 of each year. The Town Council Chairman shall not be obligated to accept or consider any Evaluation Form that is late.
- d. After the written evaluation of the Town Manager is completed, and prior to July 1 of each year, the Town Council and the Town Manager shall meet to discuss the written evaluation.
- e. The Town Manager may submit a written response to the written evaluation of the Town Manager and the ensuing discussion within thirty (30) days of the date on which the Town Council and the Town Manager meet to discuss the written evaluation. Such written response shall be appended to the written evaluation.

## **8. RESIDENCY/RELOCATION EXPENSES.**

Pursuant to the Charter of the Town of East Hampton, Employee must establish his residence within the Town of East Hampton within twelve (12) months of employment, and thereafter must maintain residence within the Town.

## **9. INDEMNIFICATION, DEFENSE, AND BONDING.**



As required by law, Employer shall indemnify, provide legal defense for, and/or bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

## **10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.**

Employer may fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter of the Town of East Hampton, or any other laws of the State of Connecticut or the United States of America.

## **11. MISCELLANEOUS.**

- a. Interpretation. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- b. Waivers. If either party shall waive any breach of any provision of this Agreement, such party shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.
- c. Headings. The headings of the sections hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning hereof.
- d. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut, without regard to its choice of law provisions.
- e. Arbitration. The parties recognize the value of private resolution of employment disputes to ensure confidentiality of private matters, maintain the dignity of separation proceedings, and streamline the effort and costs associated with dispute resolution. At the agreement of Employer and Employee, any disputes shall be submitted to arbitration with the American Arbitration Association ("AAA"), within thirty (30) days of the occurrence of the disputed event/conduct. Failure to make such a submission shall constitute a waiver. The arbitrator shall be mutually selected by Employer and Employee from a list provided by the AAA. The parties shall share equally the costs of the arbitration. The arbitrator shall have no power to modify and/or change the terms of this Agreement. Accordingly the parties agree to submit all employment disputes to binding arbitration.



- f. Counterparts. This Agreement may be executed in counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same agreement, and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart.

## **12. NOTICE.**

- a. Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, (certified mail, return receipt requested, refusal or unclaimed constituting receipt) addressed as follows:

i) EMPLOYER:

Chairperson of the Town Council  
Town of East Hampton  
20 East High Street  
East Hampton, CT 06424

ii) EMPLOYEE:

Michael P. Maniscalco  
39 Viola Dr.  
East Hampton, CT 06424

- b. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to judicial civil procedure in the State of Connecticut. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission by the United States Postal Service.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date last set forth below.

**MICHAEL P. MANISCALCO**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EAST HAMPTON TOWN COUNCIL**

By: \_\_\_\_\_  
Patience Anderson, Chairman  
Duly Authorized

Date: \_\_\_\_\_

# **EXHIBIT A**



**TOWN OF EAST HAMPTON  
TOWN COUNCIL EVALUATION OF TOWN MANAGER  
JULY 2016**

**STANDARDS**

Please note you need not assess the Town Manager on each separate example as they are designed to be illustrative and to help define the performance area as a whole. Use the rating scale below and select the corresponding criteria that most closely represents your judgement of the Town Managers performance. If there is a rating of "Needs improvement" or "Superior" use the comments section to substantiate it. Any comments related to "needs improvement" is expected to be constructive and designed to assist the manager to address those areas over the upcoming year.

**Fiscal Management** Examples include: Provide for effective management of the budget. Provide informative reports (and projects) on financial condition of the town. Maintains sound long-range plan for capital items and operations.

\_\_\_\_ Superior    \_\_\_\_ Above Average    \_\_\_\_ Average    \_\_\_\_ Needs Improvement

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Communications** Examples include: Be totally responsive to inquiries from the Board. Be responsive to inquiries and issues from residents, employees, boards, and agencies so as to enhance the overall perception of East Hampton. Provide clear, concise, and timely oral and written communications.

\_\_\_\_ Superior    \_\_\_\_ Above Average    \_\_\_\_ Average    \_\_\_\_ Needs Improvement

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Services** Examples include: Assure the quality of all town wide services. Coordinate delivery by effectively managing resources available. Delegates to department heads efficiently and plan for unforeseen contingencies.

\_\_\_\_ Superior    \_\_\_\_ Above Average    \_\_\_\_ Average    \_\_\_\_ Needs Improvement

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Personnel** Examples include: Maintain staff who will not only deliver consistent service which is responsive, timely, and of high quality, but also manage staff to foster teamwork and share duties when deemed appropriate. Achieve maximum efficiency by staff utilization.

\_\_\_\_Superior \_\_\_\_Above Average \_\_\_\_Average \_\_\_\_Needs Improvement

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Professionalism** Examples include: Assure that all activities wherein the town is represented are conducted in a manner that reflects complete job knowledge, responsiveness, and courtesy, so as to be perceived as epitomizing total professionalism. Enhance the perception of East Hampton's CEO, both within and outside the town, by having all actions reflect the attributes of the community.

\_\_\_\_Superior \_\_\_\_Above Average \_\_\_\_Average \_\_\_\_Needs Improvement

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Superior** - means superior performance and is substantially above what is required on a consistent basis.  
**Above Average** - means performance is above average and is sufficient to fulfill the requirements on a constant basis.  
**Average** - means performance is average and sufficient to fulfill the requirements.  
**Needs Improvement** - means performance is unsatisfactory and immediate improvement is needed.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date